

12.8 Interconnection Points and Cables.

12.8.1 Ameritech shall:

12.8.1.1 provide Requesting Carrier an Interconnection point or points physically accessible by both Ameritech and Requesting Carrier, at which the fiber optic cable carrying Requesting Carrier's circuits can enter Ameritech's Premises; provided that Ameritech shall designate Interconnection Points as close as reasonably possible to Ameritech's Premises;

12.8.1.2 provide at least two (2) such Interconnection points at Ameritech's Premises at which there are at least two (2) entry points for Requesting Carrier's cable facilities, and at which space is available for new facilities in at least two (2) of those entry points;

12.8.1.3 permit Requesting Carrier Interconnection of copper or coaxial cable if such Interconnection is first approved by the Commission; and

12.8.1.4 permit Requesting Carrier Physical Collocation of microwave transmission facilities, except where such Collocation is not practical for technical reasons or because of space limitations, in which case Ameritech shall provide Virtual Collocation of such facilities as required where technically feasible.

12.8.2 When Requesting Carrier and Ameritech are located in a "condo" building, Requesting Carrier shall be allowed to locate, in Requesting Carrier's Wire Center, equipment that normally would have been Collocated in Ameritech's Wire Center to enable Requesting Carrier to access Ameritech's unbundled Network Elements. Such equipment will be connected to Ameritech's unbundled Network Elements through a mid-span meet arrangement at the DSO, DS1, DS3, OC3, OC12, OC48 and where available, STS-1 rates, subject to any technical limitations on the distance between Wire Centers. Requesting Carrier will pay all costs (as defined in Section 252(d) of the Act) relating to any such mid-span meet arrangement and will also be responsible for the connection between Requesting Carrier's Wire Center and Ameritech's facilities.

12.9 Allocation of Collocation Space.

12.9.1 Requesting Carrier may reserve Collocation space for its future use in Ameritech's Premises in accordance with the provisions of Schedule 12.9.1. Ameritech shall notify Requesting Carrier in writing if another Telecommunications Carrier requests Collocation space that is reserved by Requesting Carrier. Requesting Carrier shall within five (5) Business Days of receipt of such notice provide Ameritech either (i) written notice that Requesting Carrier relinquishes such space or (ii) enforce its reservation of space in accordance with the provisions of Schedule 12.9.1. Failure of Requesting Carrier to respond to Ameritech within the foregoing five (5) Business Day period shall be deemed an election by Requesting Carrier to relinquish such space.

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12.9.2 Ameritech shall not be required to lease or construct additional space in a Premises to provide Requesting Carrier Physical Collocation when existing space in such Premises has been exhausted.

12.9.3 Requesting Carrier will provide Ameritech with a two (2)-year rolling forecast of its requirements for Collocation that will be reviewed jointly on a yearly basis by the Parties, in accordance with the planning processes described in Schedule 12.9.3. Ameritech will attempt to deliver Collocation pursuant to Requesting Carrier's forecasts to the extent that Collocation space is then available.

12.10 Security Arrangements. Requesting Carrier shall adopt, at the request of Ameritech and at Requesting Carrier's sole cost and expense, reasonable security arrangements as designated by Ameritech to separate Requesting Carrier's Collocation space from Ameritech's facilities, including the construction of a collocation cage.

12.11 Subcontractor and Vendor Approval. Ameritech shall permit Requesting Carrier to subcontract the construction and build-out of Physical Collocation arrangements with contractors approved by Ameritech. Approval of such subcontractors by Ameritech shall be based on the same criteria it uses in approving contractors for its own purposes. In addition, Ameritech shall allow Requesting Carrier to have an Ameritech-approved vendor install updates to collocated equipment, including software updates.

12.12 Delivery of Collocated Space.

12.12.1 Ameritech shall provide Requesting Carrier with a single point of contact for all inquiries regarding Collocation. Requesting Carrier shall request space for Collocation by delivering a written request to Ameritech. Each request for Collocation shall include (i) the Premises in which Collocation is requested, (ii) the amount of space requested, (iii) the interoffice transmission facilities Requesting Carrier will require for such space, (iv) the equipment to be housed in such space, (v) Requesting Carrier's anticipated power requirements for the space, (vi) any extraordinary additions or modifications (i.e., security devices, node enclosures, HVAC, etc.) to the space or to the Premises to accommodate Requesting Carrier's collocated equipment, (vii) the specific level of diversity for fiber and power cabling to and from the Collocated space and (viii) the date on which Requesting Carrier intends to initiate service from such space. Ameritech shall notify Requesting Carrier in writing within ten (10) Business Days of receiving Requesting Carrier's request for Collocation as to whether the requested space is available. If space is not available for Physical Collocation, Ameritech shall specify in its notice to Requesting Carrier when space for Physical Collocation will be made available to Requesting Carrier and shall offer to Requesting Carrier Virtual Collocation Space in accordance with Section 12.12.3. If intraoffice facilities will not be available for Collocation of initial service within three (3) months of receipt of Requesting Carrier's payment of the Initial COBO fee for Physical Collocation, or twelve (12) weeks after receipt of Requesting Carrier's request for Virtual Collocation pursuant to Section 12.12.1, then

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Ameritech shall provide written notification, within ten (10) Business Days after the initial walkthrough, as to when the intraoffice facilities will be made available.

12.12.2 Physical Collocation.

- (a) If space for Physical Collocation is immediately available at the time of Requesting Carrier's request, Ameritech shall include in its notice to Requesting Carrier (i) the space to be provided and (ii) whether Ameritech can deliver the space to Requesting Carrier by the date set forth in **Section 12.12.2(c)**.
- (b) If Requesting Carrier's requested Physical Collocation space is available, Ameritech and Requesting Carrier shall have an initial walkthrough of such space within ten (10) Business Days after Ameritech's receipt of Requesting Carrier's Initial COBO Payment. Ameritech shall, within ten (10) Business Days after such initial walkthrough, provide documentation submitted to and received from contractors for any work being done on behalf of Requesting Carrier that will be billed as extraordinary expenses and provide for a parallel installation sequence.
- (c) Ameritech shall deliver to Requesting Carrier the requested space on or before the later of (i) one hundred twenty (120) days from Ameritech's receipt of Requesting Carrier's request for Collocation, (ii) ninety (90) days from the receipt of Requesting Carrier's Initial COBO Payment (as provided on **Schedule 12.12**) and (iii) such other reasonable date that the Parties may agree upon if it is not feasible for Ameritech to deliver to Requesting Carrier such space within the foregoing intervals (such date of delivery referred to as the "**Delivery Date**").
- (d) Physical Collocation space ordered by Requesting Carrier will be made available to Requesting Carrier by Ameritech as more fully described in **Section 1** of **Schedule 12.12**.
- (e) If Ameritech does not provide Requesting Carrier with its Collocated space by the Delivery Date and such delay is caused directly by Ameritech's actions or its failure to act (and not by a Requesting Carrier Delaying Event), Requesting Carrier shall receive a credit of 1/120th of its COBO payment for each day after the applicable Delivery Date that such Collocated space is not made available.
- (f) Ameritech may begin billing Requesting Carrier for recurring charges for the Collocated space on the date such space is made available to Requesting

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Carrier for occupancy (the "**Occupancy Date**"). Requesting Carrier shall vacate the Collocated space if either (i) Requesting Carrier fails to install within ninety (90) days of the Occupancy Date the equipment necessary for Interconnection and/or access to unbundled Network Elements to be housed in such space or (ii) Requesting Carrier fails to Interconnect to the Ameritech network within one hundred eighty (180) days of the Occupancy Date or such other negotiated time as may be mutually agreed upon by the Parties. If Requesting Carrier is required to vacate the space pursuant to this **Section 12.12.2(f)**, Requesting Carrier shall vacate such space within ninety (90) Business Days of the earliest to occur of the foregoing events. If, after vacating a space, Requesting Carrier still requires Collocation in that Premises, Requesting Carrier shall be required to submit a new request for Collocation pursuant to the provisions of **Section 12.12.1**.

- (g) Physical Collocation will be subject to the additional rules and regulations set forth in **Section 2.0** of **Schedule 12.12**, and Requesting Carrier shall pay all costs to provide such Collocation.
- (h) Ameritech shall provide positive confirmation to Requesting Carrier when construction of Requesting Carrier Collocated space is fifty percent (50%) completed. This confirmation shall also include confirmation of the scheduled completion date and Delivery Date. The Implementation Plan will include a process for determining when construction is fifty percent (50%) complete.
- (i) At Requesting Carrier's request Ameritech shall provide, within three (3) months after receiving Requesting Carrier's Initial COBO Payment, equipment node enclosures at a height of eight (8) feet, without ceiling. Where Ameritech cannot feasibly provide Requesting Carrier with equipment node enclosures within such three (3) month period, Ameritech shall notify Requesting Carrier of this fact within ten (10) Business Days from the initial walkthrough. The Parties shall then negotiate a reasonable time frame.
- (j) After completion of construction, Requesting Carrier and Ameritech will complete an acceptance walkthrough of all Collocated space requested from Ameritech. Exceptions that are noted during this acceptance walkthrough shall be corrected by Ameritech within thirty (30) days after the walkthrough. Ameritech shall conduct a root cause analysis of all exceptions identified. The correction of these exceptions from Requesting Carrier's original request for Collocation shall be at Ameritech's expense, subject to any change orders requested by Requesting Carrier.

12.12.3 Virtual Collocation.

- (a) If Requesting Carrier requests Virtual Collocation, or if requested Physical Collocation space is not available at a Premises and Requesting Carrier elects Virtual Collocation, and such Virtual Collocation is available at the time of Requesting Carrier's request, Ameritech shall include in its notice to Requesting Carrier described in **Section 12.12.1**, (i) the space to be provided and (ii) whether Ameritech can deliver the space to Requesting Carrier by the date set forth in **Section 12.12.3(c)**.
- (b) Ameritech and Requesting Carrier will have an initial walkthrough of the Collocated space to be provided to Requesting Carrier for Virtual Collocation on the earlier of (i) ten (10) Business Days of Ameritech's verification of the Virtual Collocation space to be provided to Requesting Carrier and (ii) ten (10) Business Days after Ameritech's receipt of Requesting Carrier's request for Virtual Collocation. Ameritech shall within ten (10) Business Days after such walkthrough provide Requesting Carrier with (i) documentation submitted to and received from contractors for any work being done on behalf of Requesting Carrier that will be billed as extraordinary expenses and (ii) a parallel installation sequence.
- (c) Ameritech shall deliver to Requesting Carrier the requested space on or before the later of (i) twelve (12) weeks from Ameritech's receipt of Requesting Carrier's request for Virtual Collocation and (ii) such other reasonable date that the Parties may agree upon if it is not feasible for Ameritech to deliver to Requesting Carrier such space within twelve (12) weeks (such date of delivery referred to as the "**Delivery Date**") and Ameritech notified Requesting Carrier of this fact within ten (10) Business Days from the initial walkthrough.
- (d) Virtual Collocation space ordered by Requesting Carrier will be made available to Requesting Carrier by Ameritech, as more fully described in **Section 3 of Schedule 12.12**.
- (e) Ameritech shall provide positive confirmation to Requesting Carrier when construction of Requesting Carrier-located space is fifty percent (50%) completed. This confirmation shall also include confirmation of the scheduled completion date and the Delivery Date. The Implementation Plan will include a process for determining when construction is fifty percent (50%) complete.

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- (f) After completion of construction, Requesting Carrier and Ameritech will complete an acceptance walkthrough of all Collocated space requested from Ameritech. Exceptions that are noted during this acceptance walkthrough shall be corrected by Ameritech within thirty (30) days after the walkthrough. Ameritech shall conduct a root cause analysis of all exceptions identified. The correction of these exceptions from the original request for Collocation shall be at Ameritech's expense, subject to any change orders requested by Requesting Carrier.
- (g) Ameritech shall install cross-connects when cross-connecting for thru connect purposes as directed by Requesting Carrier at the rates provided at Item VII of the Pricing Schedule.

12.13 Pricing. The prices charged to Requesting Carrier for Collocation are set forth at Item VII of the Pricing Schedule.

12.14 Billing. Ameritech shall bill Requesting Carrier for Collocation pursuant to the requirements of Article XXVII to this Agreement.

12.15 Common Requirements. The requirements set forth on Schedule 12.15 shall be applicable to both Physical and Virtual Collocation.

12.16 Additional Requirements. The additional requirements set forth on Schedule 12.16 shall be applicable to Physical Collocation.

12.17 Protection of Service and Property.

Both Parties shall exercise reasonable care to prevent harm or damage to the other Party, its employees, agents or Customers, or their property. Both Parties, their employees, agents, and representatives agree to take reasonable and prudent steps to ensure the adequate protection of the other Party's property and services, including:

12.17.1 Ameritech and Requesting Carrier shall restrict access to Requesting Carrier equipment, support equipment, systems, tools and data, or spaces which contain or house Requesting Carrier equipment enclosures, to Requesting Carrier employees and other authorized non-Requesting Carrier personnel to the extent necessary to perform their specific job function.

12.17.2 Requesting Carrier shall comply at all times with security and safety procedures and existing requirements that are defined by Ameritech and communicated to Requesting Carrier.

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12.17.3 Ameritech shall allow Requesting Carrier periodically to inspect or observe spaces which house or contain Requesting Carrier equipment or equipment enclosures and furnish Requesting Carrier with keys, entry codes, lock combinations, and other materials or information which may be needed to gain entry into any secured Requesting Carrier space, subject to Section 12.17.2 and Article XX and, in the case of Virtual Collocation, payment by Requesting Carrier of the cost of Ameritech escorts.

12.17.4 For Physical Collocation, Ameritech shall furnish to Requesting Carrier a current written list of Ameritech's employees who Ameritech authorizes to enter Requesting Carrier's Physical Collocation space, with samples of the identifying credential to be carried by such persons.

12.17.5 Ameritech shall secure external access to the Physical Collocation space on its Premises in the same or equivalent manner that Ameritech secures external access to spaces that house Ameritech's equipment.

12.17.6 For Physical Collocation, Ameritech shall limit the keys used in its keying systems for Requesting Carrier's specific Physical Collocation space which contain or house Requesting Carrier equipment or equipment enclosures to its employees and representatives to emergency access only. Requesting Carrier shall further have the right, at its expense, to have locks changed where deemed necessary for the protection and security of such spaces, provided that Requesting Carrier shall immediately provide Ameritech with such new keys.

12.17.7 Ameritech shall use its existing back-up and recovery plan in accordance with its standard policies for the specific Central Office.

12.18 Standards of Performance.

Ameritech shall provide Collocation to Requesting Carrier in accordance with the service levels, procedures and intervals to be agreed upon by the Implementation Team.

ARTICLE XIII NUMBER PORTABILITY -- SECTION 251(b)(2).

13.1 Provision of Local Number Portability.

Each Party shall provide to the other Party, to the extent technically feasible, Local Number Portability in accordance with the requirements of the Act. To the extent technically feasible, Local Number Portability will be provided by each Party with minimum impairment of functionality, quality, reliability and convenience to subscribers of the other Party's services.

13.2 Interim Number Portability ("INP").

The Parties agree to provide INP on a reciprocal basis between their networks to enable their Customers to utilize telephone numbers associated with a Telephone Exchange Service provided by one Party, in conjunction with a Telephone Exchange Service provided by the other Party, upon the coordinated or simultaneous termination of the first Telephone Exchange Service and activation of the second Telephone Exchange Service. The Parties shall provide reciprocal INP via remote call forwarding ("RCF"), Direct Inward Dialing ("DID") or through NXX Migration; provided, in each case that the Customer whose telephone number is subject to INP remains within the same serving Rate Center; provided further that if the applicable Rate Center is divided into rate districts, then such telephone number must remain within the same serving rate district.

13.3 Remote Call Forwarding ("RCF").

13.3.1 If a Telephone Exchange Service Customer of Party A elects to become a Telephone Exchange Service Customer of Party B, such a Customer may elect to utilize the original telephone number(s) corresponding to the Telephone Exchange Service(s) it previously received from Party A, in conjunction with the Telephone Exchange Service(s) it shall now receive from Party B. Provided that Party B has complied with the requirements of Section 10.11.1 and has issued an associated service order to Party A to assign the number to Party B, Party A shall implement an arrangement whereby all calls to the original telephone number(s) shall be forwarded on a multiple-path basis to a new telephone number(s) designated by Party B. Party A shall route the forwarded traffic to Party B over the appropriate trunks as if the call were a call which had originated on Party A's network.

13.3.2 Party B shall become the Customer of Record for the original Party A's telephone number(s), subject to the RCF or DID arrangements. Party A shall use its reasonable efforts to provide Party B with a consolidated billing statement for all collect and billed-to-3rd-number calls associated with those numbers, with sub-account detail by retained number. Such billing statement shall be delivered in a mutually agreed format via either paper, Electronic File Transfer, daily magnetic tape or monthly magnetic tape. Party A shall provide to Party B the Electronic Message Record ("EMR") containing detailed records associated with the calls reflected on the billing statement, as generated by the Ameritech Electronic Billing System ("AEBS").

13.3.3 Party A may cancel line-based calling cards and shall, as directed by Party B, update its LIDB listings for retained numbers subject to RCF or DID. Ameritech will include billing number information associated with numbers used for INP arrangements in its LIDB and will store and administer such data in the same manner as Ameritech's data for its Customers. Ameritech shall provide responses to on-line queries to the stored information for the purpose of calling card validation, fraud control and billed numbers screening without charge.

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13.3.4 If a Customer elects to move its Telephone Exchange Service back to Party A during the continuance of the RCF or DID arrangement, Party B shall notify Party A of the Customer's termination of service with Party B and the Customer's instructions regarding its telephone number(s) within two (2) Business Days of receiving notification from the Customer. Subject to procedures generally performed by Party A for potential new Customers (e.g., credit checks, receipts of deposit), Party A shall reinstate service to the Customer, cancel the RCF or DID arrangement, or redirect the RCF or DID arrangement pursuant to the Customer's instructions at that time.

13.3.5 For ported numbers using RCF, Requesting Carrier shall provide in the 9-1-1 information Requesting Carrier provides to Ameritech under this Agreement both the ported number and Requesting Carrier's RCF number if Requesting Carrier has provided such RCF number to Ameritech. Ameritech shall include such information, if provided by Requesting Carrier, in the PSAP database to the extent that the database is capable of storing both numbers.

13.4 Direct Inward Dialing. DID service provides trunk-side access to End Office Switches for direct inward dialing to the other Party's premises equipment from the telecommunications network to lines associated with the other Party's switching equipment and must be provided on all trunks in a group arranged for inward service. In addition, direct facilities are required from the End Office where a ported number resides to the End Office serving the ported Customer. Transport mileage will be calculated as the airline distance between the End Office where the number is ported and the Interconnection Wire Center using the V&H coordinate method. INP-DID must be established with a minimum configuration of two (2) channels and one (1) unassigned telephone number per switch, per arrangement for control purposes. Transport facilities arranged for INP-DID may not be mixed with any other type of trunk group, with no outgoing calls placed over said facilities. INP-DID will be provided only where such facilities are available and where the switching equipment of the ordering Party is properly equipped. Where INP-DID service is required from more than one (1) Wire Center or from separate trunk groups within the same Wire Center, such service provided from each Wire Center or each trunk group within the same Wire Center shall be considered a separate service.

13.5 NXX Migration. Where a Party has activated an entire NXX for a single Customer, or activated a substantial portion of an NXX for a single Customer with the remaining numbers in that NXX either reserved for future use or otherwise unused, if such Customer chooses to receive service from the other Party, the first Party shall cooperate with the second Party to have the entire NXX reassigned (or subsequently reassigned, in the case of subsequent carrier changes) in the LERG (and associated industry databases, routing tables, etc.) to an End Office operated by the second Party. Such transfer will be accomplished with appropriate coordination between the Parties and subject to standard industry lead-times for movements of NXXs from one switch to another. In the interim period, prior to the effective date of LERG reassignment, the existing method of INP will be used.

13.6 Other Interim Number Portability Provisions.

13.6.1 Each Party shall disclose to the other Party, upon request, any technical or capacity limitations that would prevent use of a requested INP implementation in a particular switching office. Both Parties shall cooperate in the process of porting numbers to minimize Customer out-of-service time.

13.6.2 The Parties shall cooperate in conducting testing to ensure interconnectivity between systems. Each Party shall inform the other Party of any system updates that may affect the other Party's network and shall, at mutually agreeable times, perform tests to validate the operation of the network. Additional testing requirements may apply as specified by this Agreement.

13.6.3 Neither Party shall be required to provide Number Portability for nongeographic services (e.g., 500 and 900 NPAs, 976 NXX number services and coin telephone numbers) under this Agreement.

13.6.4 Ameritech and Requesting Carrier will cooperate to ensure that performance of trunking and signaling capacity is engineered and managed at levels which are at parity with that provided by Ameritech to its Customers.

13.7 Compensation on Traffic to INP'ed Numbers. The Parties agree that, under INP, transport and terminating compensation on calls to INP'ed numbers should be received by each Customer's chosen LEC as if each call to the Customer had been originally addressed by the caller to a telephone number bearing an NPA-NXX directly assigned to the Customer's chosen LEC. In order to accomplish this objective where INP is employed, the Parties shall utilize the process set forth in this **Section 13.7**, whereby transport and terminating compensation on calls subject to INP will be passed from the Party (the "**Performing Party**") which performs the INP to the other Party (the "**Receiving Party**") for whose Customer the INP is provided.

13.7.1 The Parties shall individually and collectively track and quantify INP traffic between their networks based on the CPN of each call by identifying CPNs which are INP'ed numbers. The Receiving Party shall charge the Performing Party for each minute of INP traffic at the INP Traffic Rate specified in **Section 13.7.3** in lieu of any other compensation charges for terminating such traffic.

13.7.2 By the Interconnection Activation Date in each LATA, the Parties shall jointly estimate for the prospective year, based on historic data of all traffic in the LATA, the percentages of such traffic that, if dialed to telephone numbers bearing NPA-NXXs directly assigned to a Receiving Party (as opposed to the INP'ed number), would have been subject to (i) Reciprocal Compensation ("**Recip Traffic**"), (ii) intrastate FGD charges ("**Intra Traffic**"), or (iii) interstate FGD charges ("**Inter Traffic**"). On the date which is six (6) months after the Interconnection Activation Date, and thereafter on each succeeding six (6)-month anniversary of such

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Interconnection Activation Date, the Parties shall establish new INP traffic percentages to be applied in the prospective six (6)-month period, based on actual INP traffic percentages from the preceding six (6)-month period. The Parties may agree to adopt a different methodology to calculate INP traffic percentages, including identifying components different from or in addition to those set forth in this **Section 13.7.2**.

13.7.3 The INP Traffic Rate shall be equal to the sum of:

(Recip Traffic percentage times the Reciprocal Compensation Rate set forth at Item II of the Pricing Schedule) plus (Intra Traffic percentage times the Receiving Party's effective intrastate FGD rates) plus (Inter Traffic percentage times the Receiving Party's effective interstate FGD rates).

Interstate and intrastate FGD rates shall be calculated utilizing the effective interstate and intrastate carrier common line (CCL) rates, residual interconnection charge (RIC) rate elements, local switching (LS) rate elements, one-half the local transport termination (LTT) rate elements, and one-half the local transport facility (LTF) rate elements (assuming a five (5)-mile LTF).

13.8 Pricing For Interim Number Portability. Each Party shall comply with the methodology (including recordkeeping) established by the FCC or the Commission with respect to such Party's recovery in a competitively neutral manner of its costs to provide Interim Number Portability. To the extent permitted by the FCC or the Commission, such costs shall include a Party's costs to deliver calls between the other Party's Customers via Number Portability.

13.9 Permanent Number Portability. The Parties shall migrate from RCF or DID to Permanent Number Portability as soon as practically possible but no later than the date provided for by the FCC. The Parties shall provide Permanent Number Portability on a reciprocal basis to each other in accordance with rules and regulations as from time to time prescribed by the FCC and/or the Commission.

13.10 Other INP Methods.

Other methods of providing INP, to the extent technically feasible, may be provided pursuant to a Bona Fide Request.

ARTICLE XIV DIALING PARITY -- SECTIONS 251(b)(3) and 271(e)(2)(B)

The Parties shall provide Dialing Parity to each other as required under Section 251(b)(3) of the Act, except as may be limited by Section 271(e)(2)(B) of the Act.

ARTICLE XV
DIRECTORY LISTINGS – SECTION 251(b)(3)

15.1 Directory Listings. Ameritech shall cause the Publisher to include Primary Listings of Requesting Carrier's Customers ("**Requesting Carrier Directory Customers**") in its White Pages Directories under the following terms and conditions:

15.1.1 Publisher will publish the Primary Listing of Requesting Carrier Directory Customers located within the geographic scope of Publisher's directories at no charge.

15.1.2 Listings of such Requesting Carrier Directory Customers will be interfiled with listings of subscribers of Ameritech and other LECs serving the same geographic area where such listings are included within a directory.

15.1.3 Publisher shall provide Requesting Carrier with a copy of such listings prior to publication in such form and format as may be mutually agreed to by the Parties. Both Parties shall use their best efforts to ensure the accurate listing of such information.

15.1.4 Ameritech or its Publisher must receive all Primary Listings of Requesting Carrier Directory Customers prior to the service order close date for the directory in which those listings are to appear. Ameritech or its Publisher will provide Requesting Carrier with appropriate service order close dates within thirty (30) days of this information becoming available.

15.1.5 Publisher may include, at no charge, Primary Listings of Requesting Carrier Directory Customers and provided to Ameritech or its Publisher in other directories published by Publisher or its Affiliate.

15.1.6 Nothing in this Agreement shall restrict Ameritech's Publisher's authority as publisher of the directories from altering the geographic scope, directory life, headings, content or format of the directories. Publisher will provide information on such alterations at the same time such information is provided to Ameritech.

15.2 Listing and Listing Updates. Requesting Carrier will provide Requesting Carrier Directory Customer Listings and Listing Updates to Ameritech or its Publisher on a nonexclusive basis as follows:

15.2.1 Requesting Carrier shall provide its Requesting Carrier Directory Customer Listings to Ameritech or its Publisher in a mutually agreeable form and format. Requesting Carrier acknowledges that Ameritech or its Publisher may impose a charge for changes to Requesting Carrier Directory Customer Listings previously provided by Requesting Carrier to Ameritech or its Publisher.

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15.2.2 Within one (1) Business Day of installation, disconnection or other change in service (including change of nonlisted or nonpublished status) affecting the directory assistance database or the directory listing of a Requesting Carrier Directory Customer, Requesting Carrier shall provide Listing Updates to Ameritech or its Publisher in a form and format acceptable to Publisher. Listing Updates on Requesting Carrier Directory Customers are to be provided to Ameritech and Listing Updates for facilities-based Customers of Requesting Carrier shall be provided to Publisher.

15.2.3 Requesting Carrier will cooperate with Publisher to develop a cost-effective, mutually satisfactory, mechanized or electronic process for the provision of Requesting Carrier's Listing Updates to Publisher, which process shall be available for joint testing within six (6) months of the Effective Date.

15.2.4 Publisher or Ameritech may sell or license the use of Customer Listings, or Listing Updates to third persons without the prior written consent of Requesting Carrier; provided, however, that Publisher or Ameritech will not:

- (a) disclose nonlisted name and address information to any third person, except as may be necessary to undertake delivery of directories, or to perform other services contemplated under this Agreement;
- (b) disclose to any third person the identity of a Customer's or resale Customer's LEC;
- (c) sell or license such Customer listing information sorted by carrier; or
- (d) disclose listing information for individual cases where Requesting Carrier has notified Ameritech to include listing for third party publication.

15.2.5 Publisher shall provide initial and secondary delivery of appropriate White Page Directories for resale Customers of Requesting Carrier on the same basis as Publisher delivers White Pages Directories to Ameritech's retail Customers. Publisher and Requesting Carrier may enter into a separate directory services agreement which, among the services provided, would include the delivery of White Page Directories to facilities-based Customers of Requesting Carrier.

ARTICLE XVI
ACCESS TO POLES, DUCTS, CONDUITS AND
RIGHTS-OF-WAY – SECTIONS 251(b)(4) AND 224

16.1 Structure Availability.

16.1.1 Ameritech shall make available, to the extent it may lawfully do so, access to poles, ducts, conduits and Rights-of-way (individually and collectively, **"Structure"**) owned or controlled by Ameritech for the placement of Requesting Carrier's wires, cables and related facilities (individually and collectively, **"Attachments"**). **"Rights-of-way"** means (i) a legal interest of Ameritech in property of others, such as an easement or license, suitable for use for communications distribution facilities or (ii) Ameritech's own or leased property if such property is used for communications distribution facilities; provided, however until such time as may be ordered otherwise by the FCC or Commission, it does not generally include controlled environment vaults, remote equipment buildings, huts or enclosures, cross-connect cabinets, panels and boxes, equipment closets or enclosures in buildings, or any like or similar equipment enclosures or locations, or the ducts or conduit connecting any of the foregoing to manholes or conduit runs between manholes. The availability of Ameritech Structure for Requesting Carrier's Attachments is subject to and dependent upon all rights, privileges, franchises or authorities granted by governmental entities with jurisdiction, existing and future agreements with other persons not inconsistent with Section 16.19, all interests in property granted by persons or entities public or private, and Applicable Law, and all terms, conditions and limitations of any or all of the foregoing, by which Ameritech owns and controls Structure or interests therein.

16.1.2 Ameritech will not make Structure available: (1) where, after taking all reasonable steps to accommodate such request, there is Insufficient Capacity to accommodate the requested Attachment, and (2) an Attachment cannot be accommodated based upon nondiscriminatorily applied considerations of safety, reliability or engineering principles. For purposes of this Article XVI, **"Insufficient Capacity"** means the lack of existing available space on or in structure and the inability to create the necessary space by taking all reasonable steps to do so. Before denying a request for access based upon Insufficient Capacity, Ameritech will, in good faith, explore potential accommodations with Requesting Carrier. If Ameritech denies a request by Requesting Carrier for access to its Structure for Insufficient Capacity, safety, reliability or engineering reasons, Ameritech will provide Requesting Carrier a detailed, written reason for such denial as soon as practicable but in any event within forty-five (45) days of the date of such request.

16.2 Franchises, Permits and Consents. Requesting Carrier shall be solely responsible to secure any necessary franchises, permits or consents from federal, state, county or municipal authorities and from the owners of private property, to construct and operate its Attachments at the location of the Ameritech Structure it uses. Requesting Carrier shall indemnify Ameritech against loss directly resulting from any actual lack of Requesting Carrier's lawful authority to occupy such Rights-of-way and construct its Attachments therein.

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16.3 Access and Modifications. Where necessary to accommodate a request for access of Requesting Carrier, and provided Ameritech has not denied access as described in Section 16.1.2, or because Ameritech may not lawfully make the Structure available, Ameritech will, as set forth below, modify its Structure in order to accommodate the Attachments of Requesting Carrier. If Ameritech and Requesting Carrier are unable to agree on a reasonable cost or time frame for the completion of access-related work, Ameritech may permit Requesting Carrier to conduct Field Survey Work and Make Ready Work itself or through its own contractors in circumstances where Ameritech is unable to complete such work in a reasonable time frame.

16.3.1 Before commencing the work necessary to provide such additional capacity, Ameritech will notify all other parties having Attachments on or in the Structure of the proposed modification to the Structure. The modification to accommodate Requesting Carrier, may at Ameritech's option, include modifications required to accommodate other attaching parties, including Ameritech, that desire to modify their Attachments.

16.3.2 If Requesting Carrier requests access to an Ameritech Right-of-way where Ameritech has no existing Structure, Ameritech shall not be required to construct new poles, conduits or ducts, or to bury cable for Requesting Carrier but will be required to make the Right-of-way available to Requesting Carrier to construct its own poles, conduits or ducts or to bury its own cable; provided, however, if Ameritech desires to extend its own Attachments, Ameritech will construct Structure to accommodate Requesting Carrier's Attachments.

16.3.3 The costs of modifying a Structure to accommodate Requesting Carrier's request, the requests of another attaching party or the needs of Ameritech shall be borne by Requesting Carrier, the other requesting party or Ameritech, respectively, except that if other parties obtain access to the Structure as a result of the modification, such parties shall share in the cost of modification proportionately with the party initiating the modification. An attaching party, including Ameritech, with a pre-existing Attachment to the Structure to be modified to accommodate Requesting Carrier shall be deemed to directly benefit from the modification if, after receiving notification of the modification, it adds to or modifies its Attachment. If a party, including Ameritech, uses the modification to bring its Structure or Attachments into compliance with applicable safety or other requirements, it shall be considered as sharing in the modification and shall share the costs of the modification attributable to its upgrade. Notwithstanding the foregoing, an attaching party or Ameritech with a pre-existing Attachment to the Structure shall not be required to bear any of the costs of rearranging or replacing its Attachment if such rearrangement or replacement is necessitated solely as a result of an additional Attachment or the modification of an existing Attachment sought by another attaching party. If an attaching party, including Ameritech, makes an Attachment to the facility after the completion of the modification, such party shall share proportionately in the cost of the modification if such modification rendered the added attachment possible.

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16.3.4 All modifications to Ameritech's Structure will be owned by Ameritech. Requesting Carrier and other parties, including Ameritech, who contributed to the cost of a modification, may recover their proportionate share of the depreciated value of such modifications from parties subsequently seeking Attachment to the modified structure. Any necessary procedures with respect to a Party's recovery of its proportionate share of the value of any modifications shall be as prescribed by the Implementation Team.

16.4 Installation and Maintenance Responsibility. Requesting Carrier shall, at its own expense, install and maintain its Attachments in a safe condition and in thorough repair so as not to conflict with the use of the Structure by Ameritech or by other attaching parties. Work performed by Requesting Carrier on, in or about Ameritech's Structures shall be performed by properly trained, competent workmen skilled in the trade. Ameritech will specify the location on the Structure where Requesting Carrier's Attachment shall be placed, which location shall be designated in a nondiscriminatory manner. Requesting Carrier shall construct each Attachment in conformance with the permit issued by Ameritech for such Attachment. Other than routine maintenance and service wire Attachments, Requesting Carrier shall not modify, supplement or rearrange any Attachment without first obtaining a permit therefore. Requesting Carrier shall provide Ameritech with notice before entering any Structure for construction or maintenance purposes.

16.5 Installation and Maintenance Standards. Requesting Carrier's Attachments shall be installed and maintained in accordance with the rules, requirements and specifications of the National Electrical Code, National Electrical Safety Code, Bellcore Construction Practices, the Commission, the Occupational Safety & Health Act and the valid and lawful rules, requirements and specifications of any other governing authority having jurisdiction over the subject matter.

16.6 Implementation Team. The Implementation Team to be formed pursuant to Article XVIII shall develop cooperative procedures for implementing the terms of this Article XVI and to set out such procedures in the Implementation Plan. The Parties, through the Implementation Team, shall develop mutually agreeable intervals for completion of process steps in providing Requesting Carrier access to Ameritech's Structure and appropriate penalties for failure to timely complete process steps for which fixed intervals or negotiated intervals have been assigned. Ameritech will provide Requesting Carrier with access to information regarding the provision of access to Ameritech's Structure which will be sufficient for Requesting Carrier to verify that Ameritech is providing Requesting Carrier with access to its Structure that is comparable to that provided by Ameritech to itself, its subsidiaries, Affiliates and other persons requesting access to Ameritech's Structure.

16.7 Access Requests. Any request by Requesting Carrier for access to Ameritech's Structure shall be in writing and submitted to Ameritech's Structure Leasing Coordinator. Ameritech may prescribe a reasonable process for orderly administration of such requests. Requesting Carrier's Attachment to Ameritech's Structure shall be pursuant to a permit issued by Ameritech for each request for access.

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16.8 Unused Space. Excepting maintenance ducts as provided in Section 16.9 and ducts required to be reserved for use by municipalities, all useable but unused space on Structure owned or controlled by Ameritech shall be available for the Attachments of Requesting Carrier, Ameritech or other providers of Telecommunications Services or cable television systems. Requesting Carrier may not reserve space on Ameritech Structure for its future needs. Ameritech shall not reserve space on Ameritech Structure for the future need of Ameritech nor permit any other person to reserve such space. Notwithstanding the foregoing, Requesting Carrier may provide Ameritech with a two (2)-year rolling forecast of its growth requirements for Structure that will be reviewed jointly on an annual basis.

16.9 Maintenance Ducts. One duct and one inner-duct in each conduit section shall be kept vacant as maintenance ducts. Maintenance ducts shall be made available to Requesting Carrier for maintenance purposes if it has a corresponding Attachment.

16.10 Applicability. The provisions of this Agreement shall apply to all Ameritech Structure now occupied by Requesting Carrier except for structures covered in the provisions of Requesting Carrier - Ameritech Easement or Condominium Agreements listed in Schedule 16.10.

16.11 Other Arrangements. Requesting Carrier's use of Ameritech Structure is subject to any valid, lawful and nondiscriminatory arrangements Ameritech may now or hereafter have with others pertaining to the Structure.

16.12 Cost of Certain Modifications. If Ameritech is required by a governmental entity, court or Commission to move, replace or change the location, alignment or grade of its conduits or poles, each Party shall bear its own expenses of relocating its own equipment and facilities. However, if such alteration is required solely due to Ameritech's negligence in originally installing the structure, Ameritech shall be responsible for Requesting Carrier's expenses.

16.13 Maps and Records. Ameritech will provide Requesting Carrier, at Requesting Carrier's request and expense, with access to maps, records and additional information relating to its Structure. Upon request, Ameritech will meet with Requesting Carrier to clarify matters relating to maps, records or additional information. Ameritech does not warrant the accuracy or completeness of information on any maps or records.

16.14 Requesting Carrier Access. Requesting Carrier shall provide Ameritech with notice before entering any Ameritech Structure.

16.15 Occupancy Permit. Requesting Carrier occupancy of Structure shall be pursuant to a permit issued by Ameritech for each requested Attachment. Any such permit shall terminate (a) if Requesting Carrier's franchise, consent or other authorization from federal, state, county or municipal entities or private property owners is terminated, (b) if Requesting Carrier has not placed and put into service its Attachments within one hundred eighty (180) days from the date Ameritech

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has notified Requesting Carrier that such Structure is available for Requesting Carrier's Attachments, (c) if Requesting Carrier ceases to use such Attachment for any period of one hundred eighty (180) consecutive days, (d) if Requesting Carrier fails to comply with a material term or condition of this **Article XVI** and does not correct such noncompliance within sixty (60) days after receipt of notice thereof from Ameritech or (e) if Ameritech ceases to have the right or authority to maintain its Structure, or any part thereof, to which Requesting Carrier has Attachments. If Ameritech ceases to have the right or authority to maintain its Structure, or any part thereof, to which Requesting Carrier has Attachments, Ameritech shall (i) provide Requesting Carrier notice within ten (10) Business Days after Ameritech has knowledge of such fact and (ii) not require Requesting Carrier to remove its Attachments from such Structure prior to Ameritech's removal of its own attachments.

Ameritech will provide Requesting Carrier with at least sixty (60) days' written notice prior to (x) terminating a permit or service to a Requesting Carrier Attachment or removal thereof for a breach of the provisions of this **Article XVI**, (y) any increase in the rates for Attachments to Ameritech's Structure permitted by the terms of this Agreement, or (z) any modification to Ameritech's Structure to which Requesting Carrier has an Attachment, other than a modification associated with routine maintenance or as a result of an emergency. If Requesting Carrier surrenders its permit for any reason (including forfeiture under the terms of this Agreement), but fails to remove its Attachments from the Structure within one hundred eighty (180) days after the event requiring Requesting Carrier to so surrender such permit, Ameritech shall remove Requesting Carrier's Attachments at Requesting Carrier's expense.

16.16 Inspections. Ameritech may make periodic inspections of any part of the Attachments of Requesting Carrier located on Ameritech Structures. Inspections shall be made to (i) ensure that Requesting Carrier's Attachments have been constructed in accordance with the applicable permit and do not violate any other attaching party's rights on the Structure and (ii) ensure that Requesting Carrier's Attachments are subject to a valid permit and conform to all applicable standards as set forth in **Section 16.5**. Where reasonably practicable to do so, Ameritech shall provide prior written notice to Requesting Carrier of such inspections.

16.17 Damage to Attachments. Both Requesting Carrier and Ameritech will exercise precautions to avoid damaging the Attachments of the other or to any Ameritech Structure to which Requesting Carrier obtains access hereunder. Subject to the limitations in **Article XXVI**, the Party damaging the Attachments of the other shall be responsible to the other therefor.

16.18 Charges. Ameritech's charges for Structure provided hereunder shall be determined in compliance with the regulations to be established by the FCC pursuant to Section 224 of the Act. Prior to the establishment of such rates, Ameritech's charges for Structure will be those of the lowest existing contract available to an attaching party in the State of Illinois, including any Affiliate of Ameritech. The charges as of the Effective Date are set forth at Item VIII of the Pricing Schedule and Ameritech reserves the right to periodically adjust such charges consistent with the foregoing. A deposit shall be required for map preparation, make-ready surveys and Make-Ready Work.